

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Aquatic Resources
Honolulu, Hawaii 96813

April 26, 2019

Board of Land and
Natural Resources
Honolulu, Hawaii

REQUEST FOR APPROVAL TO ENTER INTO A GENERAL FUNDED CONTRACT FOR GOODS AND SERVICES BASED UPON COMPETITIVE SEALED BIDS, NOT TO EXCEED \$260,000.00, BETWEEN THE DEPARTMENT OF LAND AND NATURAL RESOURCES (DLNR) AND HUI O HO'OHONUA, TO PROVIDE SERVICES TO REMOVE AND DISPOSE OF MANGROVE AND OTHER NON-NATIVE VEGETATION IN THE HONOULIULI STREAM IN ORDER TO MINIMIZE AND MITIGATE FLOODING IMPACTS, IMPROVE WATER QUALITY BY INCREASING FLOW, AND PROTECT AND ENHANCE FISH AND WILDLIFE; DECLARATION OF EXEMPTION FOR CONTRACT ACTIONS UNDER HRS CHAPTER 343 AND HAR CHAPTER 11-200.

Submitted for your consideration and approval is a request to enter into a contract agreement between the DLNR and Hui O Ho'ohonua (HOH808), a 501(c)3 nonprofit organization under the laws of the State of Hawaii, that fund a project titled "Honouliuli Stream Invasive Mangrove Removal." Funding for the project, \$260,000.00 in State Operating General Funds, was authorized by Act 49, Session Laws of Hawaii 2017, amended 2018.

Mangroves in Hawai'i are a highly invasive alien species that contribute to decreased water quality by restricting flow, crowding out native species, and increasing the amounts of organic matter within the water. These added organic inputs have led to detrital accumulations that absorb oxygen from the water causing anoxic conditions resulting in poor fish survival and the production of obnoxious odors. The massive growth of aerial prop roots into the waterway reduces flow rates, thereby increasing the risk of flooding during significant rainfall events. Other negative ecosystem impacts include water stagnation, soil sedimentation, anoxia, hypersalinization, and algal blooms.

Mangroves also exclude native terrestrial coastal vegetation and makes shorelines or stream banks inaccessible because of their vast network of branches and prop roots. They destroy nesting habitats for all four endemic shorebirds, such as the ae'o (Hawaiian stilt) and 'alae 'ula (Hawaiian moorhen) and excludes them from their natural habitat.

Hui O Ho'ohonua (HOH808) will be removing and disposing mangrove and other non-native vegetation within the waterways of Honouliuli Stream through the West Loch Golf Course and at

the stream mouth where it enters West Loch Pearl Harbor. Cleared areas will be replanted with native vegetation.

Project site will include two (2) areas. Total length of the project site through the golf course is approximately 0.5 miles. The section makai side of the West Loch Golf Course covers an area of approximately three (3) acres, predominantly mangrove, covering what was formerly the stream channel and banks.

Based upon the outcome of DAR's request for bids (IFB) and review of submitted supporting documents, DAR's Evaluation Committee for this project has determined that Hui O Ho'ohonua is the lowest responsive responsible offeror (\$260,000.00) that was within the maximum total amount allocated for the project. Although, another vendor, Kendall Landscape Services LLC submitted a lower bid (\$237,000.00), they were not sufficiently responsive as they failed to submit all proposal requirements including a complete plan that would describe in detail the Offeror's ability and availability of services to meet the goals/objectives and accomplishing the tasks described in the IFB.

Therefore, the Evaluation Committee concluded that with their qualifications and current experience in building community involvement and partnerships to remove mangrove in Kapapahu Point Park located on the western side of West Loch, Hui O Ho'ohonua would be the best fit Contractor for the project.

In addition, the contract agreement is being prepared for submission to the Attorney General's Office for approval as to form. The Department is aware implementation of the contract is dependent upon receipt of all required approvals, as well as availability of funds, and that additional funding restrictions may occur at any time.

Chapter 343 - Compliance with Environmental Law:

After reviewing §11-200-8, HAR, including the criteria used to determine significance under §§11-200-1 and 5, HAR, DLNR has concluded that the activities under this contract would have no significant effect on the environment and that approval of the contract agreement is categorically exempt from the requirement to prepare an environmental assessment. See Agency's Determination of Exemption (attached) from preparation of an environmental assessment.

RECOMMENDATION:

Based on the attached proposed declaration of exemption prepared by the Department after consultation with and advice of those having jurisdiction and expertise for the proposed actions under the contract:

1. That the Board declare that the actions which are anticipated to be undertaken under this contract will have little or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.

2. Upon the finding and adoption of the Department's analysis by the Board, that the Board delegate and authorize the Chairperson to sign the declaration of exemption for purposes of recordkeeping requirements of Chapter 343, HRS, and Chapter 11-200, HAR.
3. That the Board authorize the Chairperson to negotiate and, subject to necessary approvals, enter into a firm fixed-priced contract for goods and services based upon competitive sealed bids with Hui O Ho'ohonua, to improve the waterways of Honouliuli Stream by removing and disposing of mangrove and other non-native species, and replanting cleared areas with native vegetation.

Respectfully submitted,



Brian J. Neilson
Administrator

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE
Chairperson

Attachment: Honouliuli Stream Invasive Mangrove Removal Project IFB, Addendum 1, Addendum 2, Addendum 3, Bid Abstract, Evaluation Criteria Specification, Bid Evaluations, and Evaluation Summary, Declaration of Exemption for Contract Actions Under HRS Chapter 343 and HAR Chapter 11-200.

Division of Aquatic Resources

REQUEST FOR BIDS
No. IFB-2019-02

OFFERS
FOR
HONOULIULI STREAM INVASIVE MANGROVE
REMOVAL

STATE OF HAWAII
DEPARTMENT OF LAND & NATURAL RESOURCES

WILL BE RECEIVED UP TO 3:00 PM (HST) ON

April 2, 2019

ELECTRONICALLY THROUGH THE STATE OF HAWAII ELECTRONIC
PROCUREMENT SYSTEM (HIePRO).



Brigette R. Agustin,
DAR Procurement Officer

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
HONOLULU, HAWAII 96813

NOTICE TO BID OFFERORS
(103D HRS)

Bids for Solicitation No. **IFB-2019-02** Honouliuli Stream Invasive Mangrove Removal. Specifications are available for download on the Hawaii State Electronic Procurement System (HlePRO). **All bids are due through electronic submittal on HlePRO by:**

Bids are due: Date: April 2, 2019
Time: 3:00 PM (HST)

At the time of the Award, Offeror shall be compliant with the State Rules and Regulations through Hawaii Compliance Express (HCE), if not compliant, award shall not be issued. Offeror shall submit the original signed Form OF-1 and OF-2 uploaded to HlePRO.

The award of the contract, if awarded, shall be subject to the availability of funds.

Should there be any question on this matter, please contact Brigette R. Agustin or designee, Email: brigitte.r.agustin@hawaii.gov

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The Division of Aquatic Resources (DAR) is seeking qualified bidders to remove and dispose of mangrove and other non-native vegetation from the waterways of Honouliuli Stream, through the West Loch Golf Course and the stream mouth where it enters West Loch Pearl Harbor.

Project site will include two (2) areas. Total length of the project site through the golf course is approximately 0.5 miles. The section makai side of West Loch Golf Course covers an area of approximately 3 acres, predominantly mangrove, covering what was formerly the stream channel and banks. (See Attachment 1 - Site Maps).

Mangroves and other non-native vegetation located in and along the waterway shall be removed. The goal of the project is to completely remove mangrove and other non-native vegetation from the project area and to replant cleared areas with native vegetation.

1.2 CANCELLATION

The request for bid's (IFB) may be canceled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

| | |
|------|--|
| BAFO | = Best and Final Offer |
| CPO | = Chief Procurement Officer |
| DAGS | = Department of Accounting and General Services |
| DAR | = Division of Aquatic Resources |
| GC | = General Conditions, issued by the Department of the Attorney General |
| GP | = General Provisions |

Procurement Officer = The contracting officer for the State of Hawaii, DAR Procurement Office

State = State of Hawaii

1.4 IFB SCHEDULE AND SIGNIFICANT DATES

This schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Site Inspection" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any changes to the IFB Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

| | |
|---|--|
| Release of Request for Proposals | 3/6/19 |
| Pre-Offer Conference/On-Site Inspection | 3/18/19, 9:00 AM |
| Due Date to Submit Questions | 3/21/19, 12:00 PM |
| State's Answers to Questions | 3/28/19, 12:00 PM |
| Offer's Due Date/Time | 4/2/19, 3:00 PM |
| Notice of Award | 5/2/19 |
| Contract Start Date | As determined by the Notice to Proceed |

1.5 QUESTIONS ON IFB

The purpose is to provide Offeror an opportunity to submit questions about the procurement.

All questions shall be submitted through HlePRO by the due date specified in Section 1.4 *IFB Schedule and Significant Dates*, as amended.

The State will respond to questions submitted through HlePRO by the date specified in Section 1.4, *IFB Schedule and Significant Dates*, as amended.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT DESCRIPTION

Mangroves in Hawai'i are a highly invasive alien species that contributes to decreased water quality by restricting flow, crowding out native species, and increasing the amounts of organic matter within the water. These added organic inputs have led to detrital accumulations that absorb oxygen from the water causing anoxic conditions resulting in poor fish survival and the production of obnoxious odor. The massive growth of aerial prop roots into the waterway reduces flow rates, thereby increasing the risk of flooding during significant rainfall events. Other negative ecosystem impacts include water stagnation, soil sedimentation, anoxia, hypersalinization, and algal blooms.

Mangroves also exclude native terrestrial coastal vegetation and makes shorelines or stream banks inaccessible because of their vast network of branches and prop roots. They destroy nesting habit for all four endemic shorebirds, such as the ae'o (Hawaiian stilt) and 'alae 'ula (Hawaiian moorhen) and excludes them from their natural habitat.

The DLNR-Division of Aquatic Resources (DAR) is seeking qualified bidders to execute a task approach to remove and dispose of mangrove and other non-native vegetation within the waterways of Honouliuli stream through the West Loch Golf Course and at the stream mouth where it enters West Loch Pearl Harbor.

2.2 SCOPE OF WORK

The Contractor shall 1.) Cut the mangrove and non-native vegetation from the waterways along the banks in accordance with accepted horticultural practices; 2.) Remove the cut debris from the site without damaging native plants; 3.) Herbicides may be used on non-native invasive vegetation in Area 2 (see Site maps) but shall NOT be applied to mangroves (Area 1); and 4.) Dispose of the cut debris to an approved location or chipped and utilized onsite for revegetation medium.

Contractor shall furnish and pay for all necessary labor, equipment, permits, tools, materials, supplies, appurtenances and/or any traffic permits or special duty police officers if necessary, to perform all operations in connection with the specified services.

A. PRE-OFFER CONFERENCE – ON-SITE INSPECTION

A pre-offer conference (on-site inspection) will be held on 3/18/19, 9:00 AM (HST) at Kapapahu Point Park, Ewa Beach, HI 96706 (parking lot located at the end of Kapapahu Street). Every prospective bidder bidding upon the work is expected to visit the site and examine the condition of the site, but attendance is not mandatory. It will be the prospective bidder's responsibility to be familiar with the job site, existing conditions and the conditions under which it must be performed.

Nothing stated at the pre-offer conference shall change the solicitation unless a change is made by addendum.

No additional compensation will be made by reason of any misunderstanding or error regarding the conditions at the job sites or the amount and kind of work to be performed.

Submission of bid shall be evidence that the bidder understands and undertakes to comply with these specifications if awarded the contract.

B. QUALIFICATION OF BIDDERS

1. Contractor shall have a valid and active State of Hawaii Contractors License C-27, C-27b or equivalent related to landscaping and related services.
2. Have a minimum of three (3) references preferably from the governmental and private sectors, for whom comparable services have been performed within the seven (7) years period prior the date of bid submittal. "Comparable" shall mean performance of a similar type of services as specified herein relation to the size and scope of work as determined by an authorized City representative.
3. Have prior experience working removing mangrove in and around active waterways.
4. Have prior experience working and engaging with community groups or educational institutions.
5. Contractors must be able to identify and avoid native plants, including those listed in the Approved Native Plant and Shrub List (See Section 2.2 – E3).

C. TASK 1: INITIAL ERADICATION – CUTTING, HERBICIDE, AND REMOVAL

1. Red mangroves, *Rhizophora mangle*, are a highly invasive species that has taken over most of the aforementioned waterways. The total mangrove eradication area consists of approximately 3.0 acres with a removal of approximately 2640 linear feet of non-native vegetation removal along lower Honouliuli stream. An additional 4.0 acres of mangrove will be removed and stockpiled by USDA Forest Service. The eradication of re-growth/new growth and disposal of stockpiled mangrove material, totaling approximately 7.0 acres, will be covered under this contract in TASK 2 and 3 (see map; Exhibit 1).
 - Area 1 – 3.0 acres: Area 1 consists of the Honouliuli stream confluence with West Loch Pearl Harbor, starting from makai of the metal footbridge that crosses Honouliuli stream, extending along the old wall/berm for approximately 680 feet (to end of mangrove stand).
 - Area 2 – 2640 linear feet: Area 2 starts mauka of the metal footbridge, extending upstream along Honouliuli stream approximately 2640 feet ending at West Loch Golf Course property boundary with private property.

2. Contractor shall provide a Summary of Work completed to Division of Aquatic Resources after completion of each TASK. The Summary of Work shall include:
 - The acreage of mangrove/non-native species removed;
 - The distance of cleared vegetation;
 - The total weight (approximate) of vegetation removed;
 - No less than (40) "before and after" photos to demonstrate the improvements.
3. All mangrove branches, stumps, seedlings, propagules, other non-native shrubs and vegetation growing in the identified areas shall be cut, removed and disposed of off-site to approved locations. All cut vegetation trimmings, and debris shall be collected, removed, and disposed of in such a manner as to minimize disturbance to the stream and in accordance with applicable Federal, State and County laws.
4. All mangrove and non-native trees, shrubs and vegetation cuttings shall also include removal of all dead, insect infested, dry branches, and broken stubs. Weedy bushes and small trees shall also be removed upon the direction of the Officer-in-Charge (OIC) or an authorized representative of the Officer-in-Charge. The OIC shall work with the Contractor to coordinate activities.
5. The Contractor shall follow the usage guidelines on the label of the herbicide of choice and will ensure the chances the herbicide will disrupt the streams water flow is minimized.
6. The Contractor shall take extra care to ensure that no debris will enter navigable waters. Trimmings and debris that fall into the stream shall be collected daily. All staging areas shall be cleared of debris, rubbish, and branches at the end of each workday.
7. At the end of each work day, no trimmings and debris shall be left unattended at the work site unless otherwise authorized by the OIC or an authorized representative of the Officer-in-Charge. All trimmings and debris, including trees and stumps, branches, roots, and leaves and any other excavated and demolished material shall be hauled away from the jobsite as work progresses daily and be legally disposed of by the Contractor to an approved disposal site. Burning of trimmings and debris at the work site is prohibited and hauling of wet, dripping material over public streets will not be permitted.
8. The Contractor shall haul and dispose of cut vegetative matter, including tree stumps, branches, roots, and leaves material from the jobsite. All debris shall become the property of the Contractor and shall be hauled from the jobsite to an approved disposal site. There shall be no deviation from the above requirements pertaining to removal of trimmings and debris unless otherwise authorized by the OIC or an authorized representative of the Officer-in-Charge. All charges for hauling and disposing of debris shall be considered incidental and included in the price bid for the various items of work.

9. Subject to DARs approval, the Contractor shall select an herbicide that has been approved for use in and around aquatic environments and contains the active ingredient Triclopyr. The herbicide shall be mixed with an approved coloring additive to identify application areas. The selected herbicide shall be used in accordance with its label instructions in areas where vegetation cannot be cut below the present water levels on all exposed roots, stumps, and branches no less than 30 minutes after cutting. Herbicide shall NOT be applied to mangroves but only to vegetation as defined in C(3). Extreme care must be taken to ensure that the herbicide is contained within the application area. The Contractor must also place signs informing the public of the herbicide application and restrict access to the site for at least 1 hour after application is completed.
10. The Contractor shall be responsible to obtain tidal information and work done, in tidally influenced areas, by the Contractor shall be conducted in such a manner so as to minimize disturbance to the bottom and control turbidity.
11. Special Equipment: Contractor may utilize a chipper and/or shredder and trucks to carry out the trimming and removal work.
12. The cost of all work described herein shall be included in the price bid for the various items of work.

D. TASK 2 – ERADICATION OF RE-GROWTH/NEW GROWTHS AND TRIMMING OF CUT VEGETATION

1. Contractor shall provide a Summary of Work completed to DAR after completion of each Task. The Summary of Work shall include:
 - the acreage of mangrove/non-native species removed;
 - the distance of cleared vegetation;
 - the total weight of the vegetation removed;
 - no less than forty (40) “before and after” photos to demonstrate the improvements (minimum 20 ‘before’ photos and 20 ‘after’ photos).
2. The Contractor shall re-visit the areas of the initial eradication a minimum monthly frequency (with a total of at least 12 re-visits) to address mangrove and non-native vegetation re-growth/new growths, seedlings, and propagules and other invasive species, unless otherwise authorized by the OIC or an authorized representative of the Officer-in-Charge.

3. The Contractor shall execute steps C.(1)-C.(12) to cut and dispose mangroves and non-native vegetation re-growth/new growth. Instead of 3 inches as done in TASK 1, any re-growths or new growths should be cut as close to flush with the ground as possible or below the lowest occurring water level at each site. Herbicide shall be applied to cut non-native vegetation only and NOT to cut mangrove.
4. The Contractor shall then trim the mangroves and non-native vegetation initially eradicated in TASK 1 to be cut as close to flush with the ground as possible or below the lowest occurring water level at each site. The Contractor shall remove all propagules by hand and dispose off-site.
5. DAR reserves the right to request for the Contractor to initiate Task 2 at any time during or after TASK 1 should the rate of re-growth and new growth exceed expectations.
6. The OIC or authorized representative reserves the right to make changes to any aspect of this Task.

E. TASK 3 – REVEGETATION/REPLANTING, COMMUNITY ENGAGEMENT/EDUCATION

1. The Contractor will cut or grub the vegetation and thatch layer formed from living and dead vegetation from invasive non-native vegetation removed in TASK 1 and 2.
2. The Contractor may use a tiller or hand tools to break up soil to expose and remove the invasive vegetation seed bank and to aerate the soil.
3. The Contractor shall re-establish native plants appropriate to the ecological zones (wetland, open water areas, mud-flats, stream banks, upland areas). The list below provides a plant list of recommended native plants to be used.

Approved Native Plant and Shrub List

| | |
|----------------|----------------------------------|
| Bacopa | <i>Bacopa monnieri</i> |
| Nehe | <i>Bidens 10ilosa</i> |
| Kaluha | <i>Bolboschoenus maritimus</i> |
| 'Uki | <i>Cladium jamaicense</i> |
| 'Ahu'awa | <i>Cyperus javanicus</i> |
| Makaloa | <i>Cyperus laevigatus</i> |
| Kohehohe | <i>Eleocharis obtuse</i> |
| 'Akiohala | <i>Hibiscus furcellatus</i> |
| 'Ihi'ihi | <i>Marsilea villosa</i> |
| Pycreus | <i>Pycreus polystachyos</i> |
| Bulrush | <i>Schoenoplectus spp.</i> |
| Neki | <i>Schoenoplectus lacustris</i> |
| 'Aka'akai | <i>Schoenoplectus spp.</i> |
| 'Akulikuli | <i>Sesuvium portulacastrum</i> |
| pa`u o Hi`iaka | <i>Jacquemontia sandwicensis</i> |
| Hala | <i>Pandanus tectorius</i> |
| 'Llima | <i>Sida fallax</i> |

| | |
|-------------|-----------------------------|
| Ahuawa | <i>Mariscus javanicus</i> |
| Ma'o | <i>Gossypium tomentosum</i> |
| Pouhinahina | <i>Vitex rotundifolia</i> |
| A'ali'i | <i>Dodonaea viscosa</i> |
| Naupaka | <i>Scaevola taccada</i> |
| 'Āhewahewa | <i>Chenopodium oahuense</i> |

4. Re-established plants will be flagged for identification to prevent accidental application of herbicide and to facilitate monitoring to support re-establishment and minimized reoccurrence of invasive plants.
5. Non-native vegetation removed, grubbed, or mowed will either be left on the site to decompose or temporarily stored in established staging areas.
6. Completion of work under this phase may utilize volunteers through community or school work/educational events.
7. The OIC or authorized representative reserves the right to make changes to any aspect of the planting and revegetation plan.

F. SUMMARY OF WORK

1. Contractor shall provide a Summary of Work completed to DAR after completion of each TASK. The Summary of Work shall include:
 - the acreage of mangrove/non-native species removed;
 - the distance of cleared vegetation;
 - the total weight of the vegetation removed;
 - no less than forty (40) "before and after" photos to demonstrate the improvements.

G. COMMUNITY ASSISTANCE & TRAINING

1. Concurrent with all TASKS of the project, the Contractor shall coordinate and organize community/volunteer work days. The Contractor shall provide a minimum of 18 community/volunteer work/education events or work days. The frequency shall be as evenly spaced as possible throughout the 2-year term of the contract. The Contractor shall provide community members or volunteers with tools and equipment during these work days and will educate participants in the environmental ecology, history, and cultural aspects related to the area. In addition, the Contractor shall identify and train a core group of members or volunteers on a set of protocol/methods for the community to continue maintaining the areas cleared upon completion of the contract.

2. The Contractor shall attend the Ewa Beach Neighborhood Board and any other community meetings as needed to notify the community of any upcoming work and to field questions. This should be done prior to each Task of the project.

H. WORK PRIORITY AND SCHEDULE

1. Work shall commence first in areas of high priority (as identified by DAR) and proceed until all areas have been cleared. Based on selected areas, Contractor shall be directed as to which areas are the priorities and shall work in areas in sequence as requested by DAR.
2. Daily Report: The Contractor shall report to the Officer-in-Charge or an authorized representative of the Officer-in-Charge between 7:00 a.m. and 8:00 a.m. to update the progress of the previous day's work, giving the location and approximate area of vegetation removed and also furnish the location of the vegetation removal for that day. The Contractor shall report any general obstructions, problems, or unfinished work that may affect productivity. Adverse conditions which may require major field changes not stated in the contract must be reported to the Officer-in-Charge or an authorized representative of the Officer-in-Charge for determination before proceeding with the work. Work shall be coordinated with the following authorized representative:

Authorized Representative of the Officer in Charge:

1. Dr. Ryan Okano-Aquatic Biologist
State of Hawaii Department of Land and Natural
Resources-Division of Aquatic Resources
Telephone Number: (808) 587-0083
2. Mr. Anthony Olegario-Watershed Restoration Specialist
State of Hawaii Department of Land and Natural
Resources-Division of Aquatic Resources
Telephone Number: (541) 908-5252

I. ACCESS

1. During the progress of the work, the Contractor shall provide clear access to any abutting public and private property. No material or obstruction of any sort shall be placed within 25 feet of any fire hydrant. Fire hydrants must be readily accessible to the Fire Department at all times.
2. The Contractor, at the Contractor's own expense, shall restore staging, access, and work easement areas to their original condition.
3. The Contractor shall provide proper traffic control measures and safety signs. Contractor shall not obstruct the free flow of traffic ingress and egress of any private driveway and public rights-of-way. Effective means of pedestrian and vehicular traffic shall be instituted on every job site where necessary following current Department of Transportation (DOT)

Standards and Guidelines Work Zone Traffic Controls, or applicable state/local laws and regulations. Traffic control used in all operations shall conform to the applicable federal and state regulations.

4. In the event of the Contractor's failure to comply with the foregoing provisions, DAR may, with or without notice, cause the access to be provided, and deduct the costs of such work from any moneys due or to become due to the Contractor under this contract, but the performance of such work by DAR shall serve in no way to release the Contractor from the Contractor's liability for the safety of the public or the work.

J. PROTOCOL AND CODE OF CONDUCT

1. **Public Safety and Daily Supervision:** The Contractor shall be represented at the worksite by a minimum of one (1) English-speaking supervisor per crew competent to understand and carry out instructions which may be given by the Officer-in-Charge or an authorized representative of the Officer-in-Charge. The person(s) shall also serve in the capacity to act on behalf of the Contractor. The Contractor shall keep the Officer-in-Charge advised at all times as to the identity of the individual(s). The person(s) shall remain and be present at all times, to supervise the performance of the work within vision or voice communication of the crew performing the mangrove removal operations.

The Contractor shall provide a cellular telephone number by which the Officer-in-Charge can contact the work crew to get their location, in case of complaints, and in cases of emergencies. The Contractor shall provide an immediate response to requests from the Officer-in-Charge or an authorized representative of the Officer-in-Charge.

In the event any accident or injury arises from the performance of work, the Contractor shall immediately notify the Officer-in-Charge or an authorized representative of the Officer-in-Charge.

In the event any property damage arises from the performance of work, the Contractor shall immediately notify the Officer-in-Charge or an authorized representative of the Officer-in-Charge and shall also immediately notify the owner. If the Contractor cannot immediately locate the owner of any damaged property, a note shall be left informing the owner of financial responsibility and the method of contacting the Contractor for settlement.

2. The Contractor shall perform the contract work to meet all accepted standards for safe practices. The Contractor shall comply with all local, county, state, federal, or other legal requirements including, but not limited to, full compliance with the terms of the applicable Federal and State Occupational Safety and Health Act Safety Orders. The Contractor shall inspect and identify any condition(s) that render(s) any portion of the work as unsafe and shall immediately remedy the situation(s) and/or report them to the Officer-in-Charge or an authorized representative of the Officer-in-Charge.
3. Any person employed on this project, in the opinion of the Officer-in-Charge or an authorized representative of the Officer-in-Charge, does not perform the work in a proper and skillful manner or is intemperate, disorderly, behaves in an uncivilized manner, offends or harasses DAR employees or officials or offends the public while performing the

work or while at the job site shall, at the written request of the Officer-in-Charge or an authorized representative of the Officer-in-Charge, be removed from the job site and shall not be employed again in any portion of this project without the approval of the Officer-in-Charge or an authorized representative of the Officer-in-Charge. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper execution of the work, DAR shall reserve the right to terminate the contract immediately. Also, if the Contractor, in the opinion of the Officer-in-Charge or an authorized representative of the Officer-in-Charge, does not perform the work in a proper and skillful manner or is intemperate, disorderly, behaves in an uncivilized manner, offends or harasses DAR employees or officials or offends the public while performing the work or while at the job site, DAR shall reserve the right to terminate the. Contract immediately.

4. In the event the contract is terminated prior to the end of the contract period, any loss of anticipated revenue or profits from such termination shall not constitute grounds for equitable adjustment under the contract.
5. Workmanship: All shall present a neat appearance when completed. All accumulated materials, debris, abandoned or unused materials, etc. shall be completely removed from the properties. The work area and access to the work area shall be restored to the existing or better conditions within 7 days of the completion of each area and/or phase of work.
6. All Contractors shall provide company uniform/shirts for all personnel working on this contract which clearly displays the Contractor company name and (if applicable) logo. All trucks and equipment to be used on this contract shall be clearly marked with the Contractor company name and (if applicable) logo.
7. Daily Inspections: All work sites, along with all work, tools, and equipment used shall be subject to daily inspections by the Officer-in- Charge or an authorized representative of the Officer-in-Charge and any corrective measures required shall be documented on inspection forms.
8. The Contractor shall comply with all notices for corrective work or correction of defective tools and equipment. The Contractor shall perform all additional work to correct the existing substandard condition or repair or replace equipment within five (5) regular business days of receipt of notices, unless otherwise directed by the Officer-in-Charge. Should the Contractor fail to furnish the required corrections within the specified time DAR reserves the right to take necessary action.
9. The DAR reserves the right to take, remove, and use any of the trimmed material should such material be required by DAR for its own use or for use by others. In such event, the DAR shall segregate and remove the desired trimmings from the work site. The exercise of this right by the DAR shall not affect the obligations of the parties as prescribed herein.

10. The Contractor shall throughout the duration of the project keep the project area and all disturbed areas free from debris produced from the project.
11. Should the Contractor fail to comply with the foregoing provisions, the DAR may, with or without notice, cause the cleaning to be done and deduct the cost of such work from any monies due to the Contractor under the contract.
12. Work shall be completed in a timely manner and agreed upon based on the areas required to be cleared.

K. PERMITS AND REGULATIONS

1. The Contractor shall obtain all permits and licenses pay all charges, fees, and taxes, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified.

These may include but are not limited to the following:

- Dumping Charges
 - Community Noise Permit
 - Street Usage Permit
 - Noise Variance Permit
2. The Contractor shall obtain all necessary permits before performance of mangrove eradication work. No eradication work shall be performed without these required permits.

L. STANDARDS

1. The Contractor, at the Contractor's own expense, shall keep the project area and surrounding area free from dust nuisance. The work shall be in conformance with the air pollution control standards and regulations of the State Department of Health.
2. The Contractor shall be responsible for conformance with the applicable provisions of the Water Quality and Water Pollution Control standards contained in the Hawaii Administrative Rules, Title 11, Chapter 54, "Water Quality Standards" and Title 11, Chapter 54, "Water Quality Standards" and Title 11, Chapter 55, "Water Pollution Control", as well as Chapter 14 of the Revised Ordinances of Honolulu, as amended. Best management practices shall be employed at all times during construction.
3. All safety requirements shall be exercised including but not limited to the user of chain or cable reinforced climbing belts, hardhats, shoes, eye protectors, life jackets, traffic cones, flags and ropes to direct pedestrians and vehicles from hazards and rope work to safely lower heavy trimmings. All employees are required to wear proper attire in accordance

with industry safety standards. Under no circumstances shall climbers wear unsuitable clothing while climbing. All provisions of the Occupational Safety and Health Act (OSHA) and American National Standard Institute (ANSI) 2133.1-1994 shall be adhered to.

M. GENERAL PROTECTION

1. The Contractor shall, during the progress of the work, use proper precautions and methods of procedure and construction for the protection and control of pedestrians and vehicular traffic.
2. Protection of Property: The Contractor shall continually maintain adequate protection for the entire Contractor's work from damage and shall protect all City and adjacent property. The Contractor shall repair, replace, or pay the expense of repair for damages resulting from the Contractor's fault or negligence. Damaged plants and other non-contracted items in the area perimeter of the abutting properties shall be replaced by the Contractor to the satisfaction of the Officer-in-Charge or an authorized representative of the Officer-in-Charge and the injured party.
3. Protection of Existing Utilities: All existing utilities to remain in use shall be protected at all times by the Contractor during performance of work. The Contractor shall be responsible for the protection of existing surface and subsurface utilities and poles within and abutting the project site, trench excavations, borrow sites, and other work areas. Any utilities that the Contractor encounters during the progress of the work such as telephone ducts, electric ducts, water lines, sewer lines, electric lines, and drainage pipes shall not be disturbed or damaged. The Contractor shall be responsible for and shall pay for all damages to existing utilities. Any damage to the existing utilities shown on plans or made known to the Contractor shall be repaired and paid for by the Contractor. In the event of the Contractor causes outage or damage of any type to any utility lines or equipment, the Contractor shall:
 - (a) Suspend all work, ensure that the job site is safe, attend to any injuries, and notify the appropriate utility company immediately. If utility lines or equipment are down, the Contractor shall not handle or touch the downed equipment. Instead, cone off and leave the appropriate personnel on the site to ensure that the public is safe from electrical contacts and hazards.
 - (b) The Contractor shall then immediately notify the Officer-in-Charge or an authorized representative of the Officer-in-Charge and the affected utility company of the damaged or disturbed utility, its location, and the outage and the extent of the damage.
 - (c) All work shall be suspended until the Officer-in-Charge or an authorized representative of the Officer-in-Charge obtains clearance from the appropriate parties involved.
4. The Contractor shall exercise care to ensure that no debris, petroleum products, or other deleterious materials be allowed to fall, flow, leach or otherwise enter the water.

5. The cost of the work under this section shall be included in the price bid for the various items of work.

N. ENVIRONMENTAL COMPLIANCE

1. Site Specific BMP (Best Management Plan): The Contractor shall submit a site-specific BMP for the project to include outlining appropriate pollution control measures to ensure water quality of streams and drainage system to the Office-in-Charge no later than one (1) month after 'Notice to Proceed'.
2. The Contractor shall be responsible for environmental pollution control measures (i.e. sediment fence, stabilized construction entry/exit driveway, erosion control blanket, etc.) as deemed necessary and for the maintenance of the environmental pollution control measures. All associated cost shall be considered as incidental to the contract price.
3. Installation and maintenance of the environmental pollution control measures and for furnishing the necessary equipment, tools, labor, materials, and any incidental work necessary to complete the work in place shall be considered incidental and no separate payment will be made.
4. Payment for obtaining any necessary environmental pollution control, erosion control, or related permits shall be considered incidental and included in the price bid for the various contract items.

O. PLANNING

1. Provide DAR with the following plans one (1) month from the issuance of the 'Notice to Proceed'.
 - A. Work Plan
 - B. Biological Monitoring Plan
2. The Work Plan shall include: proposed access points to the waterways, preferred staging areas at each Area (listed below), the list of employees who will be working on site including identifying the foreman and the Contractor's point of contact, identify the proposed disposal location for debris, a schedule of removal activities, a Best Practices Plan to mitigate potential environmental concerns, and a detailed methodology of how the work activities will be conducted, to include an herbicide application protocol detailing:
 - Timeline/Schedule of Work
 - Type of Herbicide proposed by trade name specifying active ingredient(s);
 - Herbicide application methods;

- Herbicide applications methods for six month and one-year follow-up maintenance.
3. The Contractor will be responsible for negotiating access and operational capacity in areas including access not controlled by the City or State. The Contractor will also work directly with DLNR-Division of Aquatic Resources (DAR) personnel to ensure activities will not harm or cause damage to Endangered Species in the area. The species are protected by both State and Federal law.
 4. The Biological Monitoring Plan must demonstrate the Contractor's experience in working in similar environments. It must provide protocols in the event an endangered species, protected species, or unknown species is detected during project operations. It must also identify avoidance protocols in protected stream and wetland areas.

P. MISCELLANEOUS

1. If homeless encampments are discovered while performing work under the contract, the Contractor shall contact the OIC. The OIC shall contact the necessary authorities and City agencies to remove such obstacles. The Contractor shall proceed to complete the remaining area and return to the skipped location upon the encampment's clearing.

Q. PAYMENT

The maximum total amount allocated for the Honouliuli Stream Invasive Mangrove Removal Project (IFB-2019-02) is \$260,000.00. If needed, start-up cost will be provided to the Contractor up to \$60,000.00. Following payments will be made quarterly from the start of the contract, based upon performance of completed tasks.

2.3 OFFEROR'S RESPONSIBILITIES

1. Perform all tasks to successfully and fully remove and dispose of mangrove and other non-native vegetation.
2. Issues brought to the Offeror's attention must be addressed within twenty-four (24) hours.
3. Selected Offeror must provide periodic project update briefings to DAR Project Team.

2.4 DAR RESPONSIBILITIES

1. Review and approve project deliverables.

2. Monitor project progress through status meetings, status reports, and project schedules.
3. Issue payment to Contractor upon receiving acceptable deliverables and appropriate invoices.

2.5 TERM OF CONTRACT

Successful Offeror shall be required to enter in a formal written contract to commence work on this project. The term of the contract shall be for a 2-year period starting on the official commencement date of the Notice to Proceed. The contract may be extended on a month to month basis if mutually agreed upon in writing prior to contract expiration. The extension shall be No Cost Extension, only time.

2.6 CONTRACT ADMINISTRATOR

For the purpose of this contract, Brigette R. Agustin (808) 587-2271, or designee is designated the Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The state will not participate in determinations regarding the Offeror's authority to sell a product or service. If there is a question or doubt regarding the Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this IFB, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the IFB. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations, permits, that may in any manner affect cost, progress, or performance of the work required.

3.2.2 Should Offeror find defects and questionable or objectionable items in the IFB, Offeror shall notify the Division of Aquatic Resources in writing prior to the deadline for written questions as stated in the IFB *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the IFB by addendum, and mitigate reliance of a defective solicitation and exposure of preproposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this IFB. The State shall not reimburse such costs.

3.4 TAX LIABILITY

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offeror is advised that they are liable for the Hawaii GET at the current 4.712 %. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. number, and Hawaii General Excise Tax License I.D. number in the space provided on Offeror Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror shall pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this IFB in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the IFB, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the IFB section where exception is taken, a description of the exception taken, and

the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

- 3.8.1** One of the objectives of this IFB is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.8.2** Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.8.3** When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in the IFB and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this IFB.
- 3.8.4** The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this IFB as stated in Section 2.2 SCOPE OF WORK.
- 3.8.5** Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.9 PROPOSAL FORMS

- 3.9.1** To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this IFB and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the IFB or in any subsequent addendum may be rejected without further consideration.

- 3.9.2 Offeror Form, OF-1.** OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Bid Form, BF-1 (SECTION SEVEN, ATTACHMENT 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Bid Form, BF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

- 3.9.3 Offeror Form, OF-2.** Pricing shall be submitted on Offer Form, OF-2 (SECTION SEVEN, Attachment 2). The price shall be an all-inclusive cost, including the all taxes, to the State. Any unit prices shall be inclusive. Contract shall be Fixed Price.

3.10 PROPOSAL CONTENTS

Proposals must:

- 3.10.1** Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions in this IFB.
- 3.10.2** Include a signed Bid Form OF-1 with the complete name and address of Offeror's firm and name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.10.3** If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform for the indicated.

3.10.4 Provide all the information requested in the IFB in the order specified.

3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section below. Each section must be addressed individually and pages must be numbered.

a. Transmittal Letter

See SECTION SEVEN, Attachment 1, Offeror Form, OF-1.

b. Experience and Capabilities:

- 1) A complete, relevant, and current client listing.
- 2) The number of years Offeror has been in business and the number of years Offeror has performed services specified by this IFB.
- 3) A list of key personnel and associated resumes for those who will be dedicated to the project.
- 4) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- 5) A summary listing of judgements or pending lawsuits or actions against, adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
- 6) A list of sample projects and/or examples of written plans.

c. Completed REQUIREMENTS including proposed solutions ability to meet DAR's requirements. All requirements shall be addressed.

d. Pricing.

See SECTION SEVEN, Attachment 2, Offeror Form OF-2.

3.11 RECEIPT AND REGISTER OF BID PROPOSAL

Proposals will be received and receipt verified by two or more State personnel officials on or after the date and time specified in Section One, or as amended.

The register of proposals and proposals of the Offeror(s) shall be open to the public inspection upon posting of award pursuant to section 103D-701, HRDS.

3.12 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

3.13.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

3.13.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

- 3.14.2** When the procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the Offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.
- 3.14.3** Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- 3.14.4** If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- 3.14.5** If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR

EVALUATION CRITERIA

4.1 RECEIPT AND REGISTER OF BID PROPOSALS

Submission of a proposal shall not create rights, interest, or claims of entitlement in any proposer, including the best evaluated proposer. The State reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations; including, but not limited to: unreasonably high prices, failure of all proposals to meet technical specifications, error in the request for proposals, cessation of need, unavailability of funds, or a determination by the procurement agency that proceeding with the procurement would be detrimental to the best interests of the State.

4.2 WEIGHTING AND EVALUATION OF BID PROPOSALS

Total non-cost and cost weighting factors equal 100%. Proposals will be evaluated relative to price, ability to meet technical specifications and timetable, past performance on similar projects and ability to work in Hawaii. Projects such as this one that involve heavier impact on the State's role as steward of the public trust bear heavier consideration for higher quality of contractor abilities.

- 4.2.1 Cost [30%] Comparison of the quality of the components versus the cost
- 4.2.2 Recent and Relevant Evidence of Previous Similar Projects in Hawaii [10%]
- 4.2.3 General Qualifications [20%]
- 4.2.4 Past Performance of Contractor [20%]
- 4.2.5 Contractor's Technical Approach to this Project, Including Diversity and Resources [10%]
- 4.2.6 Contractor's Staffing for this Particular Project Indicative of their ability to Provide Qualified Professional Management and Personnel [10%]

ATTACHMENT 1

SITE MAPS

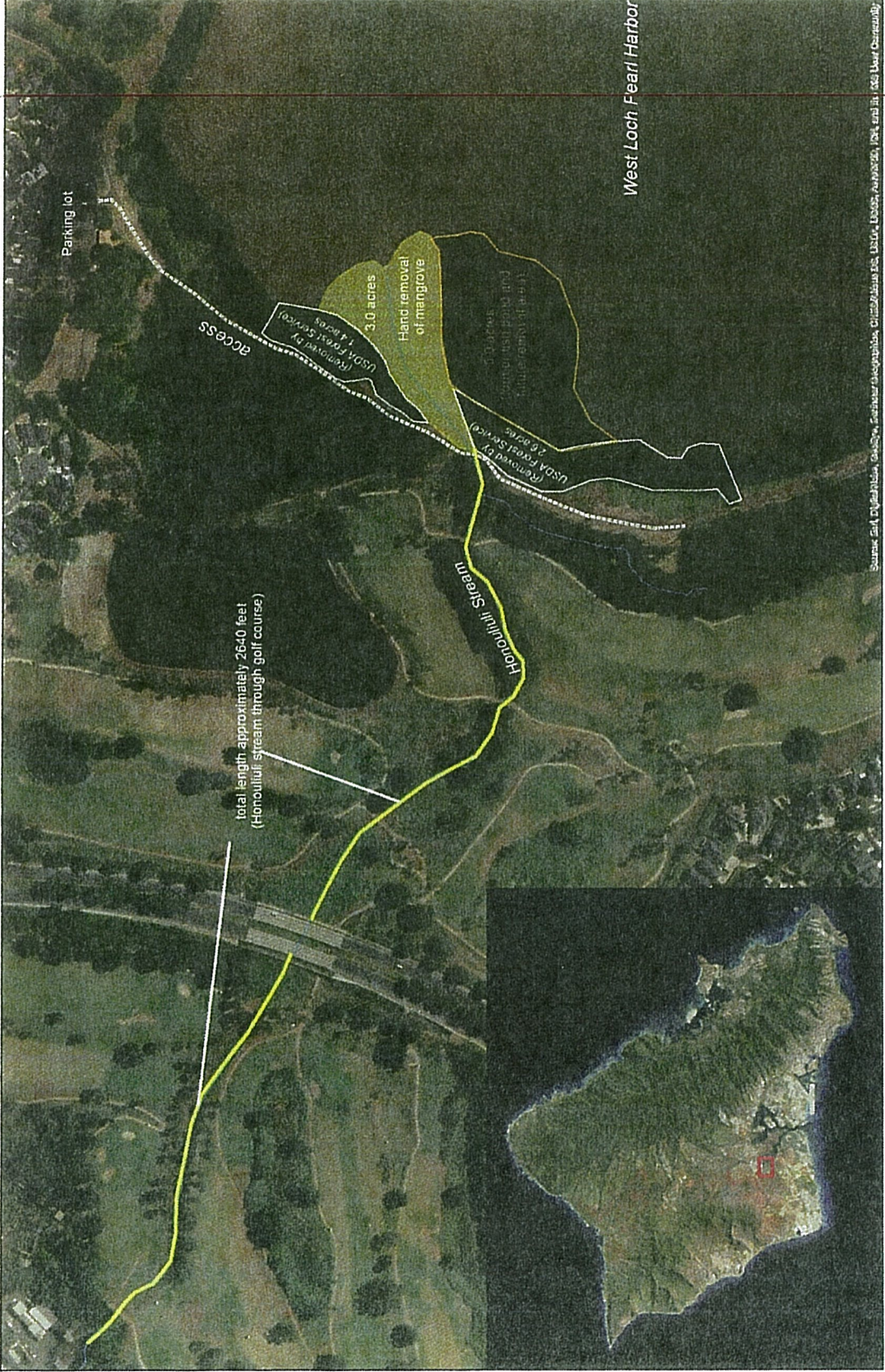
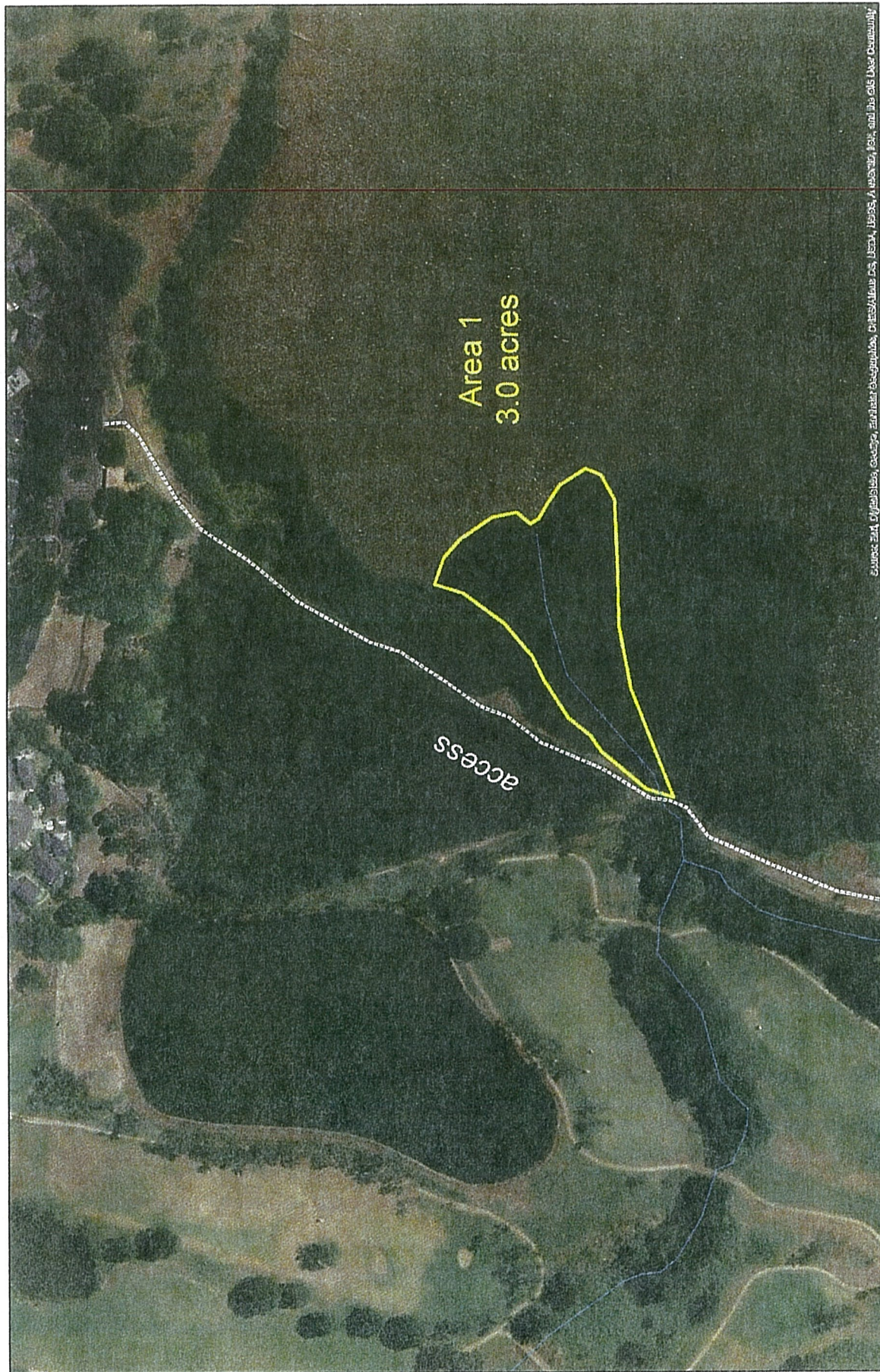


Figure 1. Project area map depicting mangrove removal area (yellow shaded) by hand and stream channel non-native vegetation removal (yellow).

IFB-2019-02





Source: Bart, Edgley & Libby, County of Kane, aerial photography, GIS, photos, maps, data, maps, photos, maps, and the site description.



Figure 2. Photo of non-native vegetation in stream channel and banks to remove.



Figure 3. Non-native vegetation to remove in stream channel and banks (upstream view; Ft. Weaver Road at center of photo).

IFB-2019-02

ATTACHMENT 2

Procurement Officer
State of Hawaii
Honolulu, Hawaii 96813

The undersigned Offeror has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached and included by reference, the AG General Conditions, Form AG-008, as revised; and hereby submits the following offer to perform the work specified.

The Offeror acknowledges and agrees that by submitting this bid, Offeror is, 1) not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) certifying that the price(s) submitted was(were) independently arrived at without collusion.

Offer is:

- Sole Proprietor Partnership *Corporation Joint Venture
- Other _____
- *State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____
Federal ID No. _____

Payment address
(other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: (x) _____
Authorized (Original) Signature

Telephone No.: _____
Name and Title (Please Type or Print)

Fax No.: ** _____
Exact Legal Name of Company (Offeror)

Email Address:

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed (Corporate Resolution Required).

ATTACHMENT 3

OFFER FORM

The following bid is hereby submitted to remove and dispose of mangrove and other non-native vegetation as specified at Honouliuli Stream.

Description

Offer Price*

Honouliuli Stream Invasive
Mangrove Removal Project

\$ _____

Authorized Signature

Print or Type name of Authorized Signature

Date

Offeror shall provide the following information:

Office Address:

Contact Person:

Telephone:

E-mail:

*all-inclusive costs

EXHIBIT A

Overview of the IFB Process

- A. Solicitation Documents are available for download from the Hawaii Electronic Procurement System (HlePRO)
- B. Offers must be submitted on or before April 2, 2019 at 12:00 PM (HST).
Offers submitted after this time shall not be considered or accepted. It is the responsibility of the offeror to insure delivery on timely manner;
- C. Offer shall be submitted electronically through the Hawaii Electronic Procurement System (HlePRO), on or by item B, above.
- D. Offers shall be opened after the above stated date.
- E. A committee of three (3) shall evaluate the offers by the evaluation criteria as stated in the solicitation.
- F. The selected offeror shall be informed by email attachment of acceptance.
- G. The presentation to the Land Board is required to enter into the contract with the offeror.
- H. Upon Land Board approval, the draft contract shall be reviewed by the State Attorney General for review.
- I. At the time of Award, the offeror shall be compliant to the State Rules and Regulations through the Hawaii Compliance Express (HCE).

EXHIBIT B

STATE OF HAWAII

CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS



This Contract, executed on the respective dates indicated below, is effective as of
between
State of Hawaii ("STATE"), by its
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is
and
("CONTRACTOR"), a
under the laws of the State of
and state taxpayer identification numbers are as follows:

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.
B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.
E. Pursuant to
the STATE is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:
(1)
or (2)
or both, in the following amounts: State \$
Federal \$

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

- 1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

DOLLARS

(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR is required to provide or is not required to provide: a performance bond, a payment bond, a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ DOLLARS (\$ _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL

(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

EXHIBIT C

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
- d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
- a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. ~~Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and~~ suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data, and
- b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

- d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
HONOLULU, HAWAII 96813

**ADDENDUM 1
TO
Solicitation Number B19001203
Honouliuli Stream Invasive Mangrove Removal**

The following specification shall be amended as follows:

1. Notice to Offerors 1:
 - a. Attendance list for Pre-offer Conference (Site Inspection)

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
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NOTICE TO OFFERORS 1
Solicitation Number B19001203
Honouliuli Stream Invasive Mangrove Removal

The following is the list of vendors who attended the Pre-Offer Conference Site Inspection for the Honouliuli Stream Invasive Mangrove Removal, held on 3/18/19 at 9:00AM (HST) at Kapapahu Point Park, Ewa Beach, HI 96706:

1. Glad's Landscaping and Tree-trimming, Inc. – Marcus Starkey
2. Greenspace Hawai'i Inc – Anthony Ortiz
3. Hui Ku Maoli Ola LLC – Matt Schirman
4. Imua Lanscaping Co., Inc. – Paul Kinney
5. Lindsey 5 Contracting – Wayde Lindsey
6. Local Landscaping – Harlan Langi
7. Parmis Landscaping and Maintenance – Ganesan Pitchaymuthu
8. Pono Pacific Land Management, LLC – Gerry Kaheokano
9. Sunshine Landscape Company, Inc. – Mark Leon

STATE OF HAWAII
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1151 PUNCHBOWL STREET, ROOM 330
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ADDENDUM 2
TO
Solicitation Number B19001203
Honouliuli Stream Invasive Mangrove Removal

March 29, 2019

The following specifications shall be amended as follows:

1. Changes to Section 2.2 SCOPE OF WORK
 - a. Clarification to B-1 QUALIFICATION OF BIDDERS
 - b. Additional specification to K PERMITS AND REGULATIONS

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
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NOTICE TO OFFERS 2
Solicitation Number B19001203
Honouliuli Stream Invasive Mangrove Removal

1. Changes to Section 2.2 SCOPE OF WORK

a. Clarification to B-1 QUALIFICATION OF BIDDERS:

1. Contractor shall have a valid and active State of Hawaii Contractors License C-27, C-27b or equivalent experience related to landscaping and related services requested under this solicitation.

b. Additional specification to K PERMITS AND REGULATIONS:

3. The Contractor shall not commence any work until it obtains, at its own expense, all required insurance. Such insurance must have the approval of the Department as to limit, form and amount and must be maintained with a company authorized by law to issue such insurance in the State of Hawaii.

All insurance described herein will be maintained by the Contractor for the full period of the contract and in no event will be terminated or otherwise allowed to lapse prior to written certification of final acceptance by the Department.

Certificate(s) of Insurance acceptable to the Department shall be provided to the Contract Administrator prior to commencement of work. The insurance policies shall name the State of Hawaii, its officers and employees as an additional insured and such coverage shall be noted on the Certificate.

The Contractor's General Liability Insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Contractor's Automobile Insurance shall be no less than \$1,000,000 per accident.

STATE OF HAWAII
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1151 PUNCHBOWL STREET, ROOM 330
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ADDENDUM 3
TO
Solicitation Number B19001203
Honouliuli Stream Invasive Mangrove Removal

March 29, 2019

The following specifications shall be amended as follows:

1. Changes to PAGE 35 to the attachment: Honouliuli Stream Invasive Mangrove Removal Project IFB FINAL1
 - Changes to an error found on EXHIBIT A, Overview of the IFB Process, B:

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
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NOTICE TO OFFERS 3
Solicitation Number B19001203
Honouliuli Stream Invasive Mangrove Removal

1. Changes to PAGE 35 to the attachment: Honouliuli Stream Invasive Mangrove Removal Project IFB FINAL1

- Changes to an error found on EXHIBIT A, Overview of the IFB Process, B:

Specification is changed to match the Offer Due Date/Time as stated in Section 1.4 IFB SCHEDULE AND SIGNIFICANT DATES and Title Page:

B. Offers must be submitted on or before April 2, 2019 at 3:00 PM (HST). Offers submitted after this time shall not be considered or accepted. It is the responsibility of the offeror to insure delivery on a timely manner.

BID ABSTRACT

Honouliuli Stream Invasive Mangrove Removal

SOLICITATION B19001203: IFB 2019-02

RELEASE DATE: 03/26/2019; OFFER DUE DATE & TIME: 4/2/2019, 3:00 PM (HST)

| VENDER | OFFER | HCE COMPLIANCE | ATTACHMENTS |
|--|----------------|-----------------------|--------------------|
| Kendall Landscape Services LLC | \$237,000.00 | Yes | Yes |
| Hui O Ho'ohonua | \$260,000.00 | Yes | Yes |
| Pono Pacific Land Management | \$416,600.00 | Yes | Yes |
| H.T.M. Contractors, Inc. | \$487,750.00 | Yes | Yes |
| Pacific Construction Builders, Inc. | \$1,780,000.00 | Yes | Yes |
| Glads Landscaping & Tree Trimming Inc. | \$3,750,000.00 | Yes | No |
| Harlan T. Langi | \$4,350,000.00 | Yes | No |

**Honouliuli Stream Invasive Mangrove Removal
SOLICITATION B19001203: IFB-2019-02
Evaluation Committee**

Evaluation Committee Members:

- Evaluation Committee Chairperson: Brigette R. Agustin
Contract Administrator
DAR, Acting Departmental Contract Specialist

- Evaluation Committee Member: Anthony Olegario
Principal Investigator
DAR, Watershed Restoration Specialist

- Evaluation Committee Member: Glenn Higashi
DAR, Aquatic Biologist

Evaluation Date: April 8, 2019

Evaluation Score Specifications:

- Scores and Weighting – Each Criteria will be scored from 1-5, 1 being the lowest possible score and 5 being the highest. A meeting with the evaluation committee will be held to discuss the offer/proposal submittals from vendors. A checklist will also be provided with specifications of each criteria to help the evaluation committee member in his/her scoring. The Evaluation Criteria are:
 1. Cost (30%)
 2. Recent and Relevant Evidence of Previous Similar Projects in Hawaii (10%)
 3. General Qualifications (20%)
 4. Past Performance of Contractor (20%)
 5. Contractor's Technical Approach to this Project, Including Diversity and Resources (10%)
 6. Contractor's Staffing for this Particular Project Indicative of Their Ability to Provide Qualified Professional Management and Personnel (10%)

- Evaluation Summary – After all evaluation forms are submitted by each evaluation committee member, the Evaluation Committee Chairperson will average and summarize scores to determine which vendor will be awarded as the lowest responsive responsible offeror.

**HONOULIULI STREAM INVASIVE MANGROVE REMOVAL
SOLICITATION B19001203: IFB-2019-02
Evaluation Criteria Specifications**

Hui O Ho'ohonua

Cost

- The vendor's offer does not exceed the total maximum amount allocated for the project: \$260,000.00.
- The vendor's start-up cost does not exceed \$60,000.00. *NOT INCLUDED*
- The vendor's offer is the lowest offer received.
- The vendor's offer is ranked from the lowest: 2 of 7
(1: being the lowest offer received.)

Recent and Relevant Evidence of Previous Similar Project in Hawaii

- The vendor has provided 3 of 3 references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- Of the vendor's provided references, 3 of the 3 are from the governmental and private sectors, for whom comparable services have been performed within the seven (7) years prior to the date of bid submittal. "Comparable" shall mean performance of a similar type of services as specified herein relation to the size and scope of work as determined by an authorized City representative.
- The vendor has prior experience working removing mangrove in and around active waterways.
- The vendor has prior experience working and engaging with community groups or educational institutions.

General Qualifications

- The vendor has a valid and active State of Hawaii Contractors License C-27, C-27b, or equivalent experience related to landscaping and related services requested under this solicitation.
- The vendor has provided 3 of 3 references.
- Of the vendor's provided references, 3 of the 3 are from the governmental and private sectors, for whom comparable services have been performed within the seven (7) years prior to the date of bid submittal. "Comparable" shall mean performance of a similar type of services as specified herein relation to the size and scope of work as determined by an authorized City representative.
- The vendor has prior experience working removing mangrove in and around active waterways.

- The vendor has prior experience working and engaging with community groups or educational institutions.
- The vendor is able to identify and avoid native plants, including those listed in the Approved Native Plant and Shrub List. (See Section 2.2 – E3.)
- The vendor is HCE Compliant.
- The vendor has submitted Offeror Form, OF-1.
- The vendor has submitted Offeror Form, OF-2
- If a subcontractor(s) will be used, the vendor has submitted a transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor stating: a. The general scope of work to be performed by the subcontractor; b. The subcontractor's willingness to perform for the indicated.

Past Performance of Contractor

- The vendor has provided 3 of 3 references from the Offeror's client listing that may be contracted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- Of the vendor's provided references, 3 of the 3 are from the governmental and private sectors, for whom comparable services have been performed within the seven (7) years prior to the date of bid submittal. "Comparable" shall mean performance of a similar type of services as specified herein relation to the size and scope of work as determined by an authorized City representative.
- The vendor has submitted a listing of judgements or pending lawsuits or actions against, adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state
- The vendor has submitted a list of sample projects and/or examples of written plans..
- The vendor has prior experience working removing mangrove in and around active waterways.
- The vendor has prior experience working and engaging with community groups or educational institutions.

Contractor's Technical Approach to this Project, Including Diversity and Resources

- The vendor shows a clear understanding of the work statement.
- All requirements set out in the solicitation are met.
- The vendor's proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this IFB as stated in Section 2.2 - Scope of Work.
- The vendor's proposal includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

- The vendor shows “thought leadership” or represents leading practices.
- Philosophy and point of view are clear in the vendor’s responses.
- Shows understanding of the situation and complication factors and displays well thought out solutions.

Contractor’s Staffing for this Particular Project Indicative of Their Ability to Provide Qualified Professional Management and Personnel

- Education/experience level of the proposed team highlights their capabilities and shows leadership experience that can be leveraged for the project.
- Proposed number of team members appropriate for scale and scope of the project.

**HONOULIULI STREAM INVASIVE MANGROVE REMOVAL
SOLICITATION B19001203: IFB-2019-02
Evaluation Criteria Specifications**

Kendall Landscape Services LLC

Cost

- The vendor's offer does not exceed the total maximum amount allocated for the project: \$260,000.00.
- The vendor's start-up cost does not exceed \$60,000.00. NOT INCLUDED
- The vendor's offer is the lowest offer received.
- The vendor's offer is ranked from the lowest: 1 of 7
(1: being the lowest offer received.)

Recent and Relevant Evidence of Previous Similar Project in Hawaii

- The vendor has provided 3 of 3 references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
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Contractor’s Staffing for this Particular Project Indicative of Their Ability to Provide Qualified Professional Management and Personnel

- Education/experience level of the proposed team highlights their capabilities and shows leadership experience that can be leveraged for the project.
- Proposed number of team members appropriate for scale and scope of the project.

DAVID Y. IGE
GOVERNOR OF
HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
HONOLULU, HAWAII 96813

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
FIRST DEPUTY

M. KALEO MANUEL
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

April 26, 2019

TO: Division of Aquatic Resources File

THROUGH: Suzanne D. Case, Chairperson

FROM: Brian J. Neilson, Administrator
Division of Aquatic Resources

SUBJECT: Declaration of Exemption from the Preparation of an Environmental Assessment under the Authority of Chapter 343, HRS, and Chapter 11-200, HAR, for a Request for Approval to Enter into a FY19 General Funded Project Agreement (\$260,000 State Operating Budget) Between the Department of Land and Natural Resources (DLNR) and Hui o Ho`ohonua for a Project Titled "Honouliuli Stream Invasive Mangrove Removal Project".

The following permitted activities are found to be exempted from preparation of an environmental assessment under the authority of Chapter 343, HRS and Chapter 11-200, HAR:

Project Title: "Honouliuli Stream Invasive Mangrove Removal Project"

Request for Approval to Enter into a FY19 General Funded Project Agreement (\$260,000 State Operating Budget) Between the Department of Land and Natural Resources (DLNR) and Hui o Ho`ohonua for a Project Titled "Honouliuli Stream Invasive Mangrove Removal Project"

Project Description:

The Division of Aquatic Resources (DAR) is has selected a qualified bidder to remove and dispose of mangrove and other non-native vegetation from the waterways of Honouliuli Stream, through the West Loch Golf Course and the stream mouth where it enters West Loch Pearl Harbor.

Project site will include two (2) areas. Total length of the project site through the golf course is approximately 0.5 miles. The section makai side of West Loch Golf Course covers an area of

approximately 3 acres, predominantly mangrove, covering what was formerly the stream channel and banks (see Attachment 1 or Appendix A-Site Maps in the Background and Scope of Work in the Request for Bids).

Mangroves and non-native vegetation located in and along the waterway shall be removed. The goal of the project is to completely remove mangrove and other non-native vegetation from the project area and to replant cleared areas with native vegetation.

Background and Scope of Work

Mangroves in Hawai'i are a highly invasive alien species that contributes to decreased water quality by restricting flow, crowding out native species, and increasing the amounts of organic matter within the water. These added organic inputs have led to detrital accumulations that absorb oxygen from the water causing anoxic conditions resulting in poor fish survival and the production of obnoxious odor. The massive growth of aerial prop roots into the waterway reduces flow rates, thereby increasing the risk of flooding during significant rainfall events. Other negative ecosystem impacts include water stagnation, soil sedimentation, anoxia, hypersalinization, and algal blooms.

Mangroves also exclude native terrestrial coastal vegetation and makes shorelines or stream banks inaccessible because of their vast network of branches and prop roots. They destroy nesting habit for all four endemic shorebirds, such as the ae'o (Hawaiian stilt) and 'alae 'ula (Hawaiian moorhen) and excludes them from their natural habitat.

The DLNR-Division of Aquatic Resources (DAR) has selected a qualified bidder to execute a task approach to remove and dispose of mangrove and other non-native vegetation within the waterways of Honouliuli stream through the West Loch Golf Course and at the stream mouth where it enters West Loch Pearl Harbor.

The primary objectives of the project include the following:

Scope of Work

The Contractor shall 1.) Cut the mangrove and non-native vegetation from the waterways along the banks in accordance with accepted horticultural practices; 2.) Remove the cut debris from the site without damaging native plants; 3.) Herbicides may be used on non-native invasive vegetation in Area 2 (see Site maps) but shall NOT be applied to mangroves (Area 1); and 4.) Dispose of the cut debris to an approved location or chipped and utilized onsite for revegetation medium.

Note: The contractor has indicated that herbicide will not be utilized for this project, but the conditions and BMPs for herbicide remain in the scope of work in order to ensure environmentally-safe application in the case that application is necessary.

Contractor shall furnish and pay for all necessary labor, equipment, permits, tools, materials, supplies, appurtenances and/or any traffic permits or special duty police officers if necessary, to perform all operations in connection with the specified services.

(The following tasks and requirements are an excerpt from the Background and Scope of Work in the Request for Bids and begin at item C.)

C. Task 1: Initial Eradication – Cutting, Herbicide, and Removal

1. Red mangroves, *Rhizophora mangle*, are a highly invasive species that has taken over most of the aforementioned waterways. The total mangrove eradication area consists of approximately 3.0 acres with a removal of approximately 2640 linear feet of non-native vegetation removal along lower Honouliuli stream. An additional 4.0 acres of mangrove will be removed and stockpiled by USDA Forest Service. The eradication of re-growth/new growth and disposal of stockpiled mangrove material, totaling approximately 7.0 acres, will be covered under this contract in TASK 2 and 3 (see map; Exhibit 1).
 - Area 1 – 3.0 acres: Area 1 consists of the Honouliuli stream confluence with West Loch Pearl Harbor, starting from makai of the metal footbridge that crosses Honouliuli stream, extending along the old wall/berm for approximately 680 feet (to end of mangrove stand).
 - Area 2 – 2640 linear feet: Area 2 starts mauka of the metal footbridge, extending upstream along Honouliuli stream approximately 2640 feet ending at West Loch Golf Course property boundary with private property.
2. Contractor shall provide a Summary of Work completed to Division of Aquatic Resources after completion of each TASK. The Summary of Work shall include:
 - The acreage of mangrove/non-native species removed;
 - The distance of cleared vegetation;
 - The total weight (approximate) of vegetation removed;
 - No less than (40) “before and after” photos to demonstrate the improvements.
3. All mangrove branches, stumps, seedlings, propagules, other non-native shrubs and vegetation growing in the identified areas shall be cut, removed and disposed of off-site

to approved locations. All cut vegetation trimmings, and debris shall be collected, removed, and disposed of in such a manner as to minimize disturbance to the stream and in accordance with applicable Federal, State and County laws.

4. All mangrove and non-native trees, shrubs and vegetation cuttings shall also include removal of all dead, insect infested, dry branches, and broken stubs. Weedy bushes and small trees shall also be removed upon the direction of the Officer-in-Charge (OIC) or an authorized representative of the Officer-in-Charge. The OIC shall work with the Contractor to coordinate activities.
5. The Contractor shall follow the usage guidelines on the label of the herbicide of choice and will ensure the chances the herbicide will disrupt the streams water flow is minimized.
6. The Contractor shall take extra care to ensure that no debris will enter navigable waters. Trimmings and debris that fall into the stream shall be collected daily. All staging areas shall be cleared of debris, rubbish, and branches at the end of each workday.
7. At the end of each work day, no trimmings and debris shall be left unattended at the work site unless otherwise authorized by the OIC or an authorized representative of the Officer-in-Charge. All trimmings and debris, including trees and stumps, branches, roots, and leaves and any other excavated and demolished material shall be hauled away from the jobsite as work progresses daily and be legally disposed of by the Contractor to an approved disposal site. Burning of trimmings and debris at the work site is prohibited and hauling of wet, dripping material over public streets will not be permitted.
8. The Contractor shall haul and dispose of cut vegetative matter, including tree stumps, branches, roots, and leaves material from the jobsite. All debris shall become the property of the Contractor and shall be hauled from the jobsite to an approved disposal site. There shall be no deviation from the above requirements pertaining to removal of trimmings and debris unless otherwise authorized by the OIC or an authorized representative of the Officer-in-Charge. All charges for hauling and disposing of debris shall be considered incidental and included in the price bid for the various items of work.
9. Subject to DARs approval, the Contractor shall select an herbicide that has been approved for use in and around aquatic environments and contains the active ingredient Triclopyr. The herbicide shall be mixed with an approved coloring additive to identify application areas. The selected herbicide shall be used in accordance with its label instructions in areas where vegetation cannot be cut below the present water levels on all exposed roots, stumps, and branches no less than 30 minutes after cutting. Herbicide shall

NOT be applied to mangroves but only to vegetation as defined in C (3). Extreme care must be taken to ensure that the herbicide is contained within the application area. The Contractor must also place signs informing the public of the herbicide application and restrict access to the site for at least 1 hour after application is completed.

Note: The contractor has indicated that herbicide will not be utilized for this project, but the conditions and BMPs for herbicide remain in the scope of work, in order to ensure environmentally-safe application in the case that application is necessary.

11. The Contractor shall be responsible to obtain tidal information and work done, in tidally influenced areas, by the Contractor shall be conducted in such a manner so as to minimize disturbance to the bottom and control turbidity.
12. Special Equipment: Contractor may utilize a chipper and/or shredder and trucks to carry out the trimming and removal work.

D. Task 2 – Eradication of Re-growth/New Growths and Trimming of Cut Vegetation

1. Contractor shall provide a Summary of Work completed to DAR after completion of each Task. The Summary of Work shall include:
 - the acreage of mangrove/non-native species removed;
 - the distance of cleared vegetation;
 - the total weight of the vegetation removed;
 - no less than forty (40) "before and after" photos to demonstrate the improvements (minimum 20 'before' photos and 20 'after' photos).
2. The Contractor shall re-visit the areas of the initial eradication a minimum monthly frequency (with a total of at least 12 re-visits) to address mangrove and non-native vegetation re-growth/new growths, seedlings, and propagules and other invasive species, unless otherwise authorized by the OIC or an authorized representative of the Officer-in-Charge.
3. The Contractor shall execute steps C.(1)-C.(12) to cut and dispose mangroves and non-native vegetation re-growth/new growth. Instead of 3 inches as done in TASK 1, any re-

growths or new growths should be cut as close to flush with the ground as possible or below the lowest occurring water level at each site. Herbicide shall be applied to cut non-native vegetation only and NOT to cut mangrove.

4. The Contractor shall then trim the mangroves and non-native vegetation initially eradicated in TASK 1 to be cut as close to flush with the ground as possible or below the lowest occurring water level at each site. The Contractor shall remove all propagules by hand and dispose off-site.
5. DAR reserves the right to request for the Contractor to initiate Task 2 at any time during or after TASK 1 should the rate of re-growth and new growth exceed expectations.
6. The OIC or authorized representative reserves the right to make changes to any aspect of this Task.

E. Task 3 – Revegetation/Replanting, Community Engagement/Education

1. The Contractor will cut or grub the vegetation and thatch layer formed from living and dead vegetation from invasive non-native vegetation removed in TASK 1 and 2.
2. The Contractor may use a tiller or hand tools to break up soil to expose and remove the invasive vegetation seed bank and to aerate the soil.
3. The Contractor shall re-establish native plants appropriate to the ecological zones (wetland, open water areas, mud-flats, stream banks, upland areas). The list below provides a plant list of recommended native plants to be used.

Approved Native Plant and Shrub List

| | |
|-----------|---------------------------------|
| Bacopa | <i>Bacopa monnieri</i> |
| Nehe | <i>Bidens pilosa</i> |
| Kaluha | <i>Bolboschoenus maritimus</i> |
| 'Uki | <i>Cladium jamaicense</i> |
| 'Ahu'awa | <i>Cyperus javanicus</i> |
| Makaloa | <i>Cyperus laevigatus</i> |
| Kohehohe | <i>Eleocharis obtuse</i> |
| 'Akiohala | <i>Hibiscus furcellatus</i> |
| 'Ihi'ihii | <i>Marsilea villosa</i> |
| Pycreus | <i>Pycreus polystachyos</i> |
| Bulrush | <i>Schoenoplectus spp.</i> |
| Neki | <i>Schoenoplectus lacustris</i> |

| | |
|----------------|----------------------------------|
| 'Aka'akai | <i>Schoenoplectus spp.</i> |
| 'Akulikuli | <i>Sesuvium portulacastrum</i> |
| pa`u o Hi`iaka | <i>Jacquemontia sandwicensis</i> |
| Hala | <i>Pandanus tectorius</i> |
| 'Lima | <i>Sida fallax</i> |
| Ahuawa | <i>Mariscus javanicus</i> |
| Ma'o | <i>Gossypium tomentosum</i> |
| Pouhinahina | <i>Vitex rotundifolia</i> |
| A'ali'I | <i>Dodonaea viscosa</i> |
| Naupaka | <i>Scaevola taccada</i> |
| 'Ahewahewa | <i>Chenopodium oahuense</i> |

4. Re-established plants will be flagged for identification to prevent accidental application of herbicide and to facilitate monitoring to support re-establishment and minimized reoccurrence of invasive plants.
5. Non-native vegetation removed, grubbed, or mowed will either be left on the site to decompose or temporarily stored in established staging areas.
6. Completion of work under this phase may utilize volunteers through community or school work/educational events.
7. The OIC or authorized representative reserves the right to make changes to any aspect of the planting and revegetation plan.

F. Summary of Work

1. Contractor shall provide a Summary of Work completed to DAR after completion of each TASK. The Summary of Work shall include:
 - the acreage of mangrove/non-native species removed;
 - the distance of cleared vegetation;
 - the total weight of the vegetation removed;
 - no less than forty (40) "before and after" photos to demonstrate the improvements.

G. Community Assistance & Training

1. Concurrent with all TASKS of the project, the Contractor shall coordinate and organize community/volunteer work days. The Contractor shall provide a minimum of 18 community/volunteer work/education events or work days. The frequency shall be as evenly spaced as possible throughout the 1.5-year term of the contract. The Contractor shall provide community members or volunteers with tools and equipment during these work days and will educate participants in the environmental ecology, history, and cultural aspects related to the area. In addition, the Contractor shall identify and train a core group of members or volunteers on a set of protocol/methods for the community to continue maintaining the areas cleared upon completion of the contract.
2. The Contractor shall attend the Ewa Beach Neighborhood Board and any other community meetings as needed to notify the community of any upcoming work and to field questions. This should be done prior to each Task of the project.

H. Work Priority And Schedule

1. Work shall commence first in areas of high priority (as identified by DAR) and proceed until all areas have been cleared. Based on selected areas, Contractor shall be directed as to which areas are the priorities and shall work in areas in sequence as requested by DAR.
2. Daily Report: The Contractor shall report to the Officer-in-Charge or an authorized representative of the Officer-in-Charge between 7:00 a.m. and 8:00 a.m. to update the progress of the previous day's work, giving the location and approximate area of vegetation removed and also furnish the location of the vegetation removal for that day. The Contractor shall report any general obstructions, problems, or unfinished work that may affect productivity. Adverse conditions which may require major field changes not stated in the contract must be reported to the Officer-in-Charge or an authorized representative of the Officer-in-Charge for determination before proceeding with the work. Work shall be coordinated with the following authorized representative:

Determination of Minimal Impact of Project

The Division has determined that the potential impact from herbicide application and removal of mangroves or non-native vegetation will be minimized through best management practices as outlined in the above requirements of the contract. The main concerns are addressed below:

Minimization of sedimentation: All mangrove branches, stumps, seedlings, propagules, other non-native shrubs and vegetation growing in the identified areas shall be *cut, removed and*

disposed of off-site to approved locations. All cut vegetation trimmings, and debris shall be collected, removed, and disposed of in such a manner as to minimize disturbance to the stream and in accordance with applicable Federal, State and County laws.

The release of sediment from mangrove removal may potentially occur in projects when complete removal (including removal of the roots of the trees) is conducted, thereby releasing the sediment that is held by the roots into the waterway. In this project, the mangroves will be cut with tools down to the waterline, but the underwater vegetative portion of the tree along the stream bank will not be disturbed. Select amounts of sedimentation will occur due to the physical nature of the activity of workers traversing along the banks and wetted edges of the stream and in the riparian zone to

access the trees with the tools. However, large releases of sediment associated with alternate methods of uprooting mangroves are not anticipated due to the fact that the roots will remain in the water and should decompose into the surrounding sediment in place. In addition, areas along the stream bank will be revegetated in and around the mangrove roots left after cutting and are expected to further minimize the potential for erosion over time as the roots decompose and the planted vegetation becomes established.

The Contractor shall take extra care to ensure that no debris will enter navigable waters. Trimmings and debris that fall into the stream shall be collected daily. All staging areas shall be cleared of debris, rubbish, and branches at the end of each workday.

In addition, the Contractor shall be responsible to obtain tidal information and work done, in tidally influenced areas, by the Contractor shall be conducted in such a manner so as to minimize disturbance to the bottom and control turbidity.

Minimization of exposure of herbicide to the aquatic environment:

Subject to DAR's approval, the Contractor shall select an herbicide that has been approved for use in and around aquatic environments and contains the active ingredient Triclopyr. The herbicide shall be mixed with an approved coloring additive to identify application areas. The selected herbicide shall be used in accordance with its label instructions in areas where vegetation cannot be cut below the present water levels on all exposed roots, stumps, and branches no less than 30 minutes after cutting. Herbicide shall NOT be applied to mangroves but only to vegetation as defined in C (3) (approximately 2640 linear feet of non-native vegetation in the riparian zone along lower Honouliuli stream); this vegetation is situated outside of the water. Extreme care must be taken to ensure that the herbicide is contained within the application area. The Contractor must also place signs informing the public of the herbicide application and restrict access to the site for at least 1 hour after application is completed.

The Contractor shall follow the usage guidelines on the label of the herbicide of choice and will ensure the chances the herbicide will disrupt the streams water flow (direct application waters surface) is minimized.

Note: The contractor has indicated that herbicide will not be utilized for this project, but the conditions and BMPs for herbicide remain in the scope of work in order to ensure environmentally-safe application in the case that application is necessary.

Authorized Representative of the Officer in Charge:

1. Dr. Ryan Okano-Aquatic Biologist
State of Hawaii Department of Land and Natural Resources-Division of Aquatic Resources
Telephone Number: (808) 587-0083
2. Mr. Anthony Olegario-Watershed Restoration Specialist
State of Hawaii Department of Land and Natural Resources-Division of Aquatic Resources
Telephone Number: (541) 908-5252

Consulted Parties: U.S. Forest Service; DLNR, Division of Forestry and Wildlife; City & County of Honolulu, Department of Parks and Recreation.

Exemption Determination: After reviewing §11-200-8, HAR, including the criteria used to determine significance under §11-200-12, HAR, DLNR has concluded that the activities under this permit would have minimal or no significant effect on the environment and that issuance of the permit is categorically exempt from the requirement to prepare an environmental assessment based on the following analysis:

1. All activities associated with this permit have been evaluated as a single action. Since this permit involves an activity that is precedent to a later planned activity, i.e., the repeated methodology throughout the permit period, the categorical exemption determination here will treat all planned activities as a single action under §11-200-7, HAR.
2. The Exemption Class #4 Minor Alteration in the Conditions of Vegetation and Exemption Class #5 Experimental Management Activities Which do Not Result in a Serious or Major Disturbance to an Environmental Resource Appears to Apply. §11-200-8(a)(4) and §11-200-8(a)(5), HAR, exempts the class of actions that involve “minor alteration in the conditions of land, water or vegetation” and “basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.” These exemption classes have been interpreted to include activities

related to the removal of introduced vegetation, the reintroduction of native species into their historic range, and experimental management actions designed specifically to enhance native species or native species' habitat, such as those being proposed.

The proposed activities here appear to fall squarely under the exemption class identified under §11-200-8(a)(4) and §11-200-8(a)(5), HAR, and as described under the following classes and items under the 2015 DLNR exemption list:

Class #4, item #22: Natural resource management actions that the Department declares are designed to monitor, conserve, or enhance the status of native species or native species' habitat, such as removal of introduced vegetation, reintroduction of native species into their historic range, or construction of fencing. This exemption would not apply to biocontrol of invasive species or commercial logging.

Class #5, item #13: Research or experimental management actions that the Department declares are designed specifically to monitor, conserve, or enhance native species or native species' habitat.

As discussed below, no significant disturbance to any environmental resource is anticipated. Thus, so long as the below considerations are met, an exemption class should include the action now contemplated.

3. Cumulative Impacts of Actions in the Same Place and Impacts with Respect to the Potentially Particularly Sensitive Environment Will Not be Significant. Even where a categorical exemption appears to include a proposed action, the action cannot be declared exempt if “the cumulative impact of planned successive actions in the same place, over time, is significant, or when an action that is normally insignificant in its impact on the environment may be significant in a particularly sensitive environment.” §11-200-8(b), HAR. To gauge whether a significant impact or effect is probable, an exempting agency must consider every phase of a proposed action, any expected primary and secondary consequences, the long-term and short-term effects of the action, the overall and cumulative effect of the action, and the sum effects of an action on the quality of the environment. §11-200-12, HAR.

Significant cumulative impacts are not anticipated as a result of this activity, and numerous safeguards further ensure that the potentially sensitive environment of the project area will not be significantly affected. All activities will be conducted in a manner that does not diminish marine resources, qualities, and ecological integrity, or have any indirect, secondary, cultural, or cumulative effects.

Since no significant cumulative impacts or significant impacts with respect to any particularly sensitive aspect of the project area are anticipated, the categorical exemptions identified above should remain applicable.

4. Overall Impacts Will Probably have a Minimal or No Significant Effect on the Environment. Any foreseeable impacts from the proposed activity will probably be minimal, and further mitigated by general and specific conditions attached to the permit. Specifically, all research activities covered by this permit will be carried out with strict safeguards for the natural, historic, and cultural resources, other applicable law and agency policies and standard operating procedures.

Conclusion. Upon consideration of the permit to be approved by the Board of Land and Natural Resources, the potential effects of the above listed project as provided by Chapter 343, HRS, and Chapter 11-200, HAR, have been determined to be of probable minimal or no significant effect on the environment and exempt from the preparation of an environmental assessment.